

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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JEROME ADAMS, *et. al.*,

Plaintiffs,

v.

CITY OF NEW YORK,

Defendant.

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)  
) No. 1:16-cv-3445-RA-SDA  
)  
) (JURY TRIAL DEMANDED)  
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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into by and among the Plaintiffs in the above-captioned case, who are identified in Exhibit A attached hereto, and who are all persons who have timely consented to be party Plaintiffs in the above-captioned case, and Defendant City of New York, on behalf of itself and all other New York City departments, commissions, agencies, related entities, predecessors, successors, trustees, members, officers, directors and employees, agents, assigns, representatives, employee benefit plans and the trustees, administrators, and fiduciaries of such plans (hereinafter collectively referred to as “Defendant”), and is based on the following:

**I. RECITALS**

1.1 Plaintiffs are 456 individuals employed or formerly employed by the Defendant as Fraud Investigators Levels 1 and 2, and Associate Fraud Investigators Level 1, with the New York City Department of Human Resources Administration (HRA) (“covered titles”). On May 9, 2016, and on various dates thereafter, Plaintiffs filed their consent to sue forms with this Court. Exhibit A contains a list of all Plaintiffs and the dates on which they filed their consent forms with this Court.

1.2 Plaintiffs listed in Exhibit A have made certain allegations concerning their employment with the Defendant regarding an asserted failure to pay wages and overtime compensation in compliance with the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* Specifically, Plaintiffs allege four Counts: Count I – Defendant failed to compensate Plaintiffs for pre-shift, post-shift, and meal period overtime work; Count II – Defendant failed to properly calculate the regular rate of pay in violation of the FLSA by failing to include night shift differential in the regular rate; Count III – Defendant failed to pay FLSA overtime in a timely manner; and Count IV – Defendant failed to pay overtime at the rate of one and one half times the regular rate of pay in violation of the FLSA by compensating Plaintiffs for hours in excess of 40 in a workweek with compensatory time at a straight time rate (hereinafter referred to as the “Released Claims”).

1.3 Plaintiffs and Defendant (hereinafter collectively referred to as the “Parties”) have agreed to settle the matters in dispute between and among them pursuant to the terms of this Agreement. Specifically, the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement, and dismissal of the Plaintiffs’ claims with prejudice. The Parties have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the Parties’ mutual best interests.

1.4 The Parties, through their counsel, hereby seek judicial approval of this Settlement Agreement. In the event the proposed settlement contained in this Agreement does not become effective in accordance with the terms hereof, is not finally approved, is terminated, cancelled or otherwise fails to become effective for any reason, this Agreement will no longer have any effect and the Parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement.

## **II. PAYMENT AND DISTRIBUTION**

2.1 In consideration for the terms, conditions and promises in this Agreement, Defendant shall, in accordance with the paragraphs in this section, pay or will cause to be paid to Plaintiffs \$3,251,119.60 to resolve all claims allegedly accruing for the period from May 9, 2013, through August 18, 2021 (“the Settlement Amount”), inclusive of backpay, liquidated damages, attorneys’ fees, and litigation expenses. The Settlement Amount will be divided and distributed to Plaintiffs as follows:

(a) a set of payroll checks and/or stubs for direct deposit payments, regular payroll checks for currently employed (active) Plaintiffs, and separate payroll checks for separated (inactive) Plaintiffs in the total amount of **\$1,282,904.30** (“the Backpay Amount”), made payable to each Plaintiff in accordance with Plaintiffs’ Counsel’s instructions constituting his or her share of the backpay award, less all applicable deductions and withholdings and any wage garnishments for that individual Plaintiff.

(b) one check in the amount of **\$1,968,215.30** constituting liquidated damages, attorneys’ fees, and litigation expenses (“Lump Sum Amount”) payable to Plaintiffs’ Counsel McGillivray Steele Elkin LLP for distribution to the plaintiffs. In accordance with paragraph 2.4 below and pursuant to the individual retainer agreements signed by all 456 Plaintiffs, Plaintiffs will deduct their contingency attorney fee equal to 30 percent (30%) of the Settlement Amount prior to distributing to Plaintiffs their liquidated damages share of the Lump Sum Amount.

(c) The individual amount of backpay and liquidated damages are to be calculated pursuant to the formula set forth in paragraph 2.5. Each individual Plaintiff’s settlement payment amounts are set forth in Exhibit A. These amounts are agreed to among the Parties to

compromise, settle and satisfy the Released Claims and liquidated damages related to the Released Claims.

2.2 Within five (5) days of the date that the Court enters an Order finally approving this Agreement, the Plaintiffs shall tender, by overnight mail, e-mail attachment or hand-delivery, to Defendant's attorneys, the following document to effectuate payment of the settlement amounts referenced in paragraph 2.1: a listing of the distribution amounts to each individual Plaintiff along with each Plaintiff's social security number and current addresses for Plaintiffs who are no longer employed by Defendant. Defendant shall issue payment by distributing the backpay amounts (not liquidated damages) in regular payroll checks or direct deposit payments directly to active Plaintiffs and distributing separate payroll checks for separated (inactive) Plaintiffs to Plaintiffs' Counsel, and by providing by check to Plaintiffs' law firm, McGillivray Steele Elkin LLP, the Lump Sum Amount for all of the Plaintiffs as specified in paragraph 2.1(b). In the event that a Plaintiff's backpay amount or liquidated damages amount will be reduced as the result of wage garnishment, lien or judgment (to the extent set forth in paragraph 2.1), Defendant's counsel shall make a good faith effort to provide Plaintiffs' counsel with: (1) the name of the Plaintiff; and (2) the amount of the reduction and the nature of the reduction at or before the time the payment is made by Defendant. The Settlement Amount will be paid within 90 days of the date that the Court enters an Order finally approving this Agreement.

2.3 Defendant will forward the Lump Sum Amount, payable to McGillivray Steele Elkin LLP as Plaintiffs' Counsel, who shall be responsible for distributing to each Plaintiff listed in Exhibit A his/her respective share of the Lump Sum Amount in accordance with the formula described in paragraph 2.5 below and pursuant to the individual Plaintiffs' retainer agreements with Plaintiffs' Counsel. Defendant will send directly to each active (employed) Plaintiff a backpay amount as part

of the active Plaintiff's regular payroll check. Defendant will make a good faith effort to notify Plaintiffs' Counsel, at least 14 calendar days prior to distribution of the backpay amount, of the exact date when each active (employed) Plaintiff will be paid. Defendant will also send to Plaintiffs' Counsel each separated (inactive) Plaintiff's individual backpay checks for distribution to the Plaintiffs along with a corresponding document identifying all deductions and withholdings. Defendant will provide a list to Plaintiffs' Counsel of the active (employed) Plaintiffs who are paid by direct deposit and the active (employed) Plaintiffs who are paid via payroll check so that Plaintiffs' counsel can verify payment.

2.4 Plaintiffs have entered into individual retainer agreements with Plaintiffs' Counsel. These agreements provide for a contingency attorney fee amount equal to thirty percent (30%) of the Settlement Amount calculated after all expenses (including unreimbursed settlement administration expenses) are deducted from the Settlement Amount. Plaintiffs and their counsel are solely responsible for determining the contingency attorney fee applicable to this Agreement. Plaintiffs' Counsel shall deduct their contingency attorney fee in the amount of \$954,678.94 from the Lump Sum Amount in accordance with Plaintiffs' individual retainer agreements with Plaintiffs' Counsel.

2.5 For purposes of computing damages, "the relevant recovery period" used to calculate each individual Plaintiff's point total, is three years prior to the date when each Plaintiff's Consent to Sue form was filed with the Court. For all Plaintiffs, the last day of the recovery period is August 18, 2021, or the date on which any Plaintiff ceased working for Human Resources Administration in a covered title, whichever is earlier. Each Plaintiff received one point for each week during "the relevant recovery period" that the Plaintiff was employed by the Defendant in a covered title. The total number of points for all Plaintiffs were then divided into \$2,227,584.20, which reflects the Net

Settlement Fund after the litigation expenses and the contingency fee amount described in paragraph 2.4 are deducted. Plaintiffs and their counsel are solely responsible for determining the allocations among Plaintiffs and the distribution of funds.

2.6 Plaintiffs and their counsel, McGillivray Steele Elkin LLP and Spivak Lipton LLP, will defend, release, and hold Defendant harmless from any and all claims or causes of action arising from the distribution of settlement funds.

2.7 Defendant shall distribute W-2 forms to the Plaintiffs reflecting the backpay payments made under Paragraph 2.1(a) in this Agreement. Plaintiffs' counsel shall distribute to each Plaintiff receiving a liquidated damages award a Miscellaneous Income Form 1099 reflecting the amount paid to the Plaintiff as liquidated damages and their proportional share of the contingency fee paid. Each Plaintiff agrees that he or she will be responsible for his or her individual tax liability associated with the payments made to him or her under this Agreement. Plaintiffs and Plaintiffs' Counsel agree that they shall indemnify and hold harmless Defendant in the event of any dispute concerning whether taxes are owed by any Plaintiff on the liquidated damages paid as part of the settlement.

2.8 All payments to Plaintiffs shall be deemed to be paid solely in the year in which such payments are actually received by Plaintiffs. It is expressly understood and agreed that the receipt of such settlement payments will not entitle any Plaintiff to additional compensation or benefits under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Plaintiff to any increased retirement or matching benefits, or deferred compensation benefits. It is also expressly understood and agreed that no pension contributions shall be taken from the backpay payments. It is the intent of this Agreement that the settlement payments provided for in this Agreement are the sole payments to be made to the

Plaintiffs, and that the Plaintiffs are not entitled to any new or additional compensation or benefits as a result of having received payment pursuant to this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the time period beginning three (3) years prior to the filing date of each Plaintiff's consent to sue form through August 18, 2021). Plaintiffs specifically waive entitlement to such benefits and in additional consideration for the mutual covenants made in this Agreement, hereby agree not to bring any further action against Defendant or any retirement or welfare benefit plan maintained by Defendant or any of its affiliates for additional benefits as a result of any additional compensation paid as a result of this Agreement. This Agreement may be used by the Defendant or by any benefit plan or fiduciary thereof as a complete and absolute defense to any such claim.

### **III. RELEASE AND COVENANT NOT TO SUE**

3.1 All Plaintiffs for themselves, and their spouses and families, attorneys (if any), agents, executors, administrators, personal representatives, heirs, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the "Releasers"), voluntarily and with the advice of counsel, fully and forever release, acquit, and discharge the Defendant, its present or former officers, directors, subsidiaries, affiliates, partners, employees, agents, attorneys, accountants, executors, administrators, personal representatives, heirs, successors and assigns, and any or all of them and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), in their personal, individual, official and/or corporate capacities, from all wage and hour claims asserted in the Lawsuit, and all federal, state and/or local statutory wage and hour claims that could have been asserted in the Lawsuit through August 18, 2021.

3.2 All Plaintiffs shall be deemed to and shall have waived, released, discharged and dismissed all Released Claims as set forth in Paragraph 3.1, with full knowledge of any and all rights

they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved or with regard to any facts which are now unknown to them.

3.3 All Plaintiffs understand and agree that to the fullest extent permitted by law, they are precluded from filing or pursuing any legal claim or action of any kind against any entity at any time in the future, or with any federal, state or municipal court, tribunal or other authority arising out of the Released Claims for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through August 18, 2021, with respect to the claims asserted in this Lawsuit. Excluded from this release and covenant not to sue is any right or claim that cannot be waived by law, including but not limited to the right to file a charge with or participate in an investigation conducted by government agencies. All Plaintiffs are waiving, however, any right to monetary recovery should any agency pursue any claims on their behalf with respect to the Released Claims for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through August 18, 2021.

3.4 All Plaintiffs agree that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Plaintiff affirms that he/she has not been coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he/she has been advised to consult with their attorney should they have any questions.

#### **IV. DISMISSAL OF CLAIMS**

4.1 Plaintiffs agree to dismissal of all claims asserted in the Lawsuit including all claims for attorneys' fees and litigation expenses, against Defendant as specified in paragraph 3.1 with prejudice, in accordance with the attached Agreed Order of Dismissal with Prejudice.



**V. NO ADMISSION OF LIABILITY**

5.1 Nothing contained herein shall be deemed to be an admission by the City of New York, or any of the present or former officials, employees, representatives and agents of the City of New York of the truth of any of the allegations contained in the complaint, or an admission that Defendant or any of the present or former officials, employees, representatives and agents of the City of New York have in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York or the City of New York, or any other rules, regulations or bylaws of the City of New York. This Agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that this Agreement may be used by either party in connection with any subsequent action or proceeding relating solely to the enforcement of this Agreement.

**VI. NO RETALIATION**

6.1 The Defendant agrees not to retaliate against nor take any action against any Plaintiff employed by the Defendant for pursuing claims in this action or for otherwise participating in the lawsuit.

**VII. CONTINUED JURISDICTION**

7.1 The United States District Court for the Southern District of New York shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising from this Agreement or the issues of law and facts asserted in or related to the instant action.

### **VIII. PARTIES' AUTHORITY**

8.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof. The Parties acknowledge that the Court will review this Agreement pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015) to determine that it is reasonable and fair. To object to the settlement, a Plaintiff must appear at the settlement approval conference, either in person or by telephone if the Court conducts a telephonic settlement approval conference, to voice their objections or, in the alternative, must contact the Court, in writing, to voice their objection and explain all reasons for the objection. A Plaintiff who does not object to the Settlement Agreement does not have to attend the settlement approval conference or take any other action to approve the settlement and/or otherwise indicate his or her agreement to the terms of the settlement.

8.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

### **IX. MUTUAL FULL COOPERATION**

9.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

### **X. ENFORCEMENT ACTIONS**

10.1 In the event that one or more of the Parties to this Agreement institutes any legal action, arbitration, or other proceeding against any other party or parties to enforce the provisions

of this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

**XI. MODIFICATION**

11.1 This Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

**XII. ENTIRE AGREEMENT**

12.1 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the parties intend that this Agreement shall be controlling.

**XIII. CHOICE OF LAW/JURISDICTION**

13.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Southern District of New York. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

**XIV. VOIDING THE AGREEMENT**

14.1 In the event this Agreement, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties.

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

CORPORATION COUNSEL OF CITY OF  
NEW YORK  
100 CHURCH STREET  
New York, New York 10007


By:   
\_\_\_\_\_

Dated: September 15, 2021

*Attorney for Defendant*

  
\_\_\_\_\_  
David Ricksecker  
Sara L. Faulman  
Sarah M. Block  
MCGILLIVARY STEELE ELKIN LLP  
1101 Vermont Ave., N.W.  
Suite 1000  
Washington, DC 20005

Dated: September 15, 2021

  
\_\_\_\_\_  
Hope A. Pordy  
Elizabeth Sprotzer  
SPIVAK LIPTON LLP  
1700 Broadway  
Suite 2100  
New York, New York 10019

Dated: September 15, 2021

*Attorneys for Plaintiffs*

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
1	Stephen	Abreu	09/29/17	\$ 568.28	\$ 517.49	\$ 1,085.77
2	Jerome	Adams	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
3	Olatunbosun	Adeagbo	10/03/17	\$ 3,091.12	\$ 2,814.80	\$ 5,905.92
4	Margaret	Adeleke-Bomide	08/22/17	\$ 3,142.78	\$ 2,861.84	\$ 6,004.62
5	Helen	Adeleye	09/29/17	\$ 3,099.73	\$ 2,822.64	\$ 5,922.37
6	Ademola	Adesanya	08/22/17	\$ 1,877.05	\$ 1,709.27	\$ 3,586.32
7	Adewale	Adebo	08/22/17	\$ 1,515.42	\$ 1,379.96	\$ 2,895.38
8	Mechelle	Agard	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
9	Ebenezer	Agoha	09/29/17	\$ 3,099.73	\$ 2,822.64	\$ 5,922.37
10	Pamela	Agomuo	08/22/17	\$ 3,142.78	\$ 2,861.84	\$ 6,004.62
11	Mikhail	Agron	08/22/17	\$ 3,142.78	\$ 2,861.84	\$ 6,004.62
12	Syeda	Ahmed	08/22/17	\$ 163.59	\$ 148.98	\$ 312.57
13	Salau	Ajiboye	08/22/17	\$ 3,142.78	\$ 2,861.84	\$ 6,004.62
14	Celeste	Akulin	08/22/17	\$ 1,248.50	\$ 1,136.90	\$ 2,385.40
15	Maria	Alberi-Otah	12/11/17	\$ 3,005.01	\$ 2,736.39	\$ 5,741.40
16	Marlin	Alcantara	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
17	Guy	Alcindor	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
18	Daniel	Alexander	09/29/17	\$ 3,099.73	\$ 2,822.64	\$ 5,922.37
19	Ruth	Alexandre	09/08/17	\$ 1,102.12	\$ 1,003.61	\$ 2,105.73
20	Rebecca	Alfaro	08/22/17	\$ 344.41	\$ 313.64	\$ 658.05
21	Dona	Alleyne	09/08/17	\$ 3,125.56	\$ 2,846.16	\$ 5,971.72
22	Tanya	Allsopp-Andrew	10/03/17	\$ 3,091.12	\$ 2,814.80	\$ 5,905.92
23	Andy	Almonte	05/09/16	\$ 1,162.39	\$ 1,058.50	\$ 2,220.89
24	Cristina	Alvericci	08/08/17	\$ 3,160.00	\$ 2,877.52	\$ 6,037.52
25	Keshun	Rice	08/22/17	\$ 344.41	\$ 313.64	\$ 658.05
26	Maria	Apisa	09/08/17	\$ 3,125.56	\$ 2,846.16	\$ 5,971.72
27	Olaitan	Aribidesi	05/09/16	\$ 714.65	\$ 650.78	\$ 1,365.43
28	Michelle	Artis	09/08/17	\$ 3,125.56	\$ 2,846.16	\$ 5,971.72
29	Jacqueline	Ataliede	05/09/16	\$ 1,945.94	\$ 1,771.99	\$ 3,717.93
30	Hector	Austin	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
31	Tabitha	Baez	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
32	Tina	Baez	05/09/16	\$ 1,110.73	\$ 1,011.45	\$ 2,122.18
33	Mary	Baker	05/09/16	\$ 1,291.55	\$ 1,176.11	\$ 2,467.66
34	Olayinka	Balogun	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
35	Modesta	Baltazar	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
36	Alicia	Banister	08/22/17	\$ 1,834.00	\$ 1,670.07	\$ 3,504.07
37	Babatunde	Baruwa	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
38	Rafat	Baruwa	05/17/17	\$ 3,263.33	\$ 2,971.61	\$ 6,234.94
39	Andrea	Baskett	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
40	Stephanie	Batista-Fernandez	05/09/16	\$ 508.00	\$ 462.61	\$ 970.61
41	Robyn	Battle	05/09/16	\$ 1,472.37	\$ 1,340.76	\$ 2,813.13
42	Rafael	Beato	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
43	Regine	Beauzile-Desire	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
44	Leonard	Bishop	05/09/16	\$ 1,627.35	\$ 1,481.89	\$ 3,109.24
45	Nadean	Blackwood	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
46	Bobby	Blue	05/09/16	\$ 749.09	\$ 682.15	\$ 1,431.24
47	Shawna	Blyther	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
48	Lisa	Bobb	09/29/17	\$ 3,099.73	\$ 2,822.64	\$ 5,922.37
49	Iris	Bonet	05/09/16	\$ 1,644.57	\$ 1,497.57	\$ 3,142.14
50	Norma	Bonet	09/29/17	\$ 3,099.73	\$ 2,822.64	\$ 5,922.37
51	Zorina	Bostic	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
52	Alesha	Bovell-John	08/22/17	\$ 1,635.96	\$ 1,489.73	\$ 3,125.69
53	Lillie	Bradford	08/22/17	\$ 3,142.78	\$ 2,861.84	\$ 6,004.62
54	Quentin	Brathwaite	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
55	Ana	Bravo	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
56	Alexander	Brent	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
57	Maxine	Brereton	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
58	Elvis	Breton	05/09/16	\$ 1,653.18	\$ 1,505.41	\$ 3,158.59
59	Lynette	Brodie	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
60	Windy	Brothers-Green	08/08/17	\$ 559.67	\$ 509.65	\$ 1,069.32
61	Bridgett	Brown	05/09/16	\$ 2,436.73	\$ 2,218.91	\$ 4,655.64
62	Felicia	Brown	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
63	Katherine	Brown	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
64	Paul	Brown	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
65	Regina	Brown	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
66	Sandra	Brown	05/09/16	\$ 697.43	\$ 635.10	\$ 1,332.53
67	Danette	Brown-Allen	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
68	Ivy	Bruce-Davis	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
69	Tracey	Bruno	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
70	Victor	Bruno	08/22/17	\$ 275.52	\$ 250.91	\$ 526.43
71	Raymond	Burgess	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
72	Rihanah	Burnette	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
73	Himama	Bushra	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
74	Joan	Butcher	05/09/16	\$ 3,719.68	\$ 3,387.16	\$ 7,106.84
75	Joseph	Caesar	08/22/17	\$ 835.20	\$ 760.55	\$ 1,595.75
76	Ventura	Cambrelen Sr.	08/08/17	\$ 3,160.00	\$ 2,877.52	\$ 6,037.52
77	Marjorie	Campbell	08/22/17	\$ 3,142.79	\$ 2,861.84	\$ 6,004.63
78	Merlene	Campbell	08/08/17	\$ 3,160.01	\$ 2,877.52	\$ 6,037.53
79	Maria	Canty-Jackson	08/22/17	\$ 1,446.54	\$ 1,317.24	\$ 2,763.78
80	Godson	Caruth	05/09/16	\$ 3,719.69	\$ 3,387.16	\$ 7,106.85
81	Sang	Chae	05/09/16	\$ 3,719.69	\$ 3,387.16	\$ 7,106.85
82	Shante	Chamblee	10/10/17	\$ 3,082.52	\$ 2,806.96	\$ 5,889.48
83	Chawanda	Charae	05/09/16	\$ 1,730.69	\$ 1,575.98	\$ 3,306.67
84	Rodney	Charles	05/09/16	\$ 2,023.44	\$ 1,842.56	\$ 3,866.00
85	Margaret	Cherry	05/09/16	\$ 2,264.53	\$ 2,062.10	\$ 4,326.63
86	Vielka	Chery	05/09/16	\$ 3,719.69	\$ 3,387.16	\$ 7,106.85
87	Ernestine	Christian	08/08/17	\$ 1,059.08	\$ 964.40	\$ 2,023.48
88	Virginie	C-Jacinthe	09/29/17	\$ 1,825.40	\$ 1,662.21	\$ 3,487.61
89	Kenneth	Clark	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
90	Sharon	Clark	08/22/17	\$ 17.22	\$ 15.68	\$ 32.90
91	Damien	Clarke	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
92	Vivian	Cleckley	08/08/17	\$ 1,756.52	\$ 1,599.49	\$ 3,356.01
93	Elliott	Clemente	12/11/17	\$ 1,308.78	\$ 1,191.78	\$ 2,500.56
94	Linda	Clipper	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
95	Jacquelin	Cohen	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
96	Madeline	Coles	05/09/16	\$ 2,445.35	\$ 2,226.74	\$ 4,672.09
97	Joan	Collins	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
98	Tashon	Cooley	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
99	Jasmine	Crawford	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
100	Vicki	Crosson	05/09/16	\$ 628.56	\$ 572.37	\$ 1,200.93
101	Francisca	Cuello	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
102	Rachel	Curney	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
103	Jeannie	Cyril	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
104	Fay	Dacre	05/09/16	\$ 2,178.43	\$ 1,983.68	\$ 4,162.11
105	Joseph	Dare	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
106	Annie	Davie	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
107	Chuck	Davis	05/09/16	\$ 1,532.65	\$ 1,395.63	\$ 2,928.28
108	Iris	De Jesus	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
109	Stevenson	Delerme	05/09/16	\$ 1,825.40	\$ 1,662.21	\$ 3,487.61
110	Nderim	Demirovic	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
111	Yanet	Diaz-Fiores	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
112	Tonya	Dickens	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
113	Lisa	Dicks	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
114	Sandra	Dickson	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
115	Fernando	Donalds	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
116	Ebony	Downing	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
117	Daouda	Drame	10/10/17	\$ 1,291.56	\$ 1,176.10	\$ 2,467.66
118	Mattie	Drayton-Dixon	08/22/17	\$ 163.60	\$ 148.97	\$ 312.57
119	Deborah	Dugger	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
120	Adrian	Duncan	05/09/16	\$ 1,868.45	\$ 1,701.42	\$ 3,569.87
121	Loise	Duncan	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
122	Emmanuel	Duperval	05/09/16	\$ 2,367.86	\$ 2,156.17	\$ 4,524.03
123	Alexandra	Echeverri	12/08/16	\$ 912.70	\$ 831.11	\$ 1,743.81
124	Cheryl	Eddie	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
125	Nicola	Edwards	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
126	Kanzader	Elisa-Wright	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
127	Suzann	Elkhoully	08/22/17	\$ 1,635.97	\$ 1,489.72	\$ 3,125.69
128	Jonathan	Emenike	05/09/16	\$ 1,928.73	\$ 1,756.30	\$ 3,685.03
129	Chantal	Emile	05/09/16	\$ 998.80	\$ 909.51	\$ 1,908.31
130	Yojaida	Estrella	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
131	Lavern	Favorite	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
132	Tyler	Felder	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
133	Maria	Feliu	05/09/16	\$ 904.09	\$ 823.27	\$ 1,727.36
134	Jose	Fernandez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
135	Vincent	Feyi	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
136	Estrella	Figueredo	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
137	Karen	Fitten	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
138	Dolores	Fleming	05/09/16	\$ 1,963.17	\$ 1,787.66	\$ 3,750.83
139	Sherriann	Flot	05/09/16	\$ 559.68	\$ 509.64	\$ 1,069.32
140	Gale	Flowers	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
141	Michelle	Ford	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84



## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
142	Stephen	Francis	05/09/16	\$ 1,713.47	\$ 1,560.29	\$ 3,273.76
143	Sydney	Frantz	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
144	Joy	Frederick	09/29/17	\$ 94.71	\$ 86.25	\$ 180.96
145	Susan	Fuller	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
146	Joseph	Furlong	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
147	John	Gaddam	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
148	Valerie	Gaddist-Dorsey	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
149	Eduardo	Garcia Jr	05/09/16	\$ 740.49	\$ 674.29	\$ 1,414.78
150	John	Garcia Jr	05/09/16	\$ 1,420.71	\$ 1,293.70	\$ 2,714.41
151	Sheldon	Garrick	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
152	Alina	Gawronski	05/09/16	\$ 3,426.93	\$ 3,120.57	\$ 6,547.50
153	Christiana	George	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
154	Adwina	Gil	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
155	Siide	Gil-Frederick	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
156	Lillian	Glawson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
157	Olga	Glushdrenko	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
158	Khadija	Goddard	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
159	Kenneth	Goldson	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
160	Yvette	Gomes	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
161	Lisa	Gomez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
162	Orlando	Gomez	09/08/17	\$ 1,084.91	\$ 987.92	\$ 2,072.83
163	Roxanne	Gooding-DuBois	05/09/16	\$ 1,472.38	\$ 1,340.75	\$ 2,813.13
164	Lavonia	Googe	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
165	Donald	Graff	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
166	Cydia	Graham	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
167	Wallisha	Grant	05/09/16	\$ 2,402.30	\$ 2,187.54	\$ 4,589.84
168	Scarvia	Gray	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
169	Rita	Green	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
170	Edward	Grice	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
171	Romania	Griffin	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
172	Crystal	Griffin-Scott	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
173	Sadie	Guerra	05/09/16	\$ 697.44	\$ 635.09	\$ 1,332.53
174	Danary	Guzman	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
175	Maricelis	Guzman	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
176	Michelle	Hackett	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
177	Patricia	Hamilton	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
178	Wellington	Hansberry	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
179	Renee	Harper	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
180	Susan	Harper	05/09/16	\$ 783.55	\$ 713.50	\$ 1,497.05
181	Felicia	Harris	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
182	Loriene	Harris	12/08/16	\$ 3,461.37	\$ 3,151.93	\$ 6,613.30
183	Yvette	Harris	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
184	Auddretta	Harrison	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
185	Isaac	Harry	08/08/17	\$ 1,644.58	\$ 1,497.56	\$ 3,142.14
186	Audrey	Hasell	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
187	Anthony	Hernandez	05/09/16	\$ 1,343.22	\$ 1,223.14	\$ 2,566.36
188	Michelle	Hernandez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
189	Neyda	Herrera	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
190	Angela	Heywood	05/09/16	\$ 2,359.25	\$ 2,148.33	\$ 4,507.58
191	Robert	Hickson	05/09/16	\$ 1,360.44	\$ 1,238.82	\$ 2,599.26
192	Sandra	Hill	08/22/17	\$ 120.55	\$ 109.77	\$ 230.32
193	Sharnet	Hilton	09/08/17	\$ 232.48	\$ 211.70	\$ 444.18
194	Dierdre	Holland	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
195	Philomene	Hood	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
196	Natasha	Hooper	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
197	Elizabeth	Hunte	05/09/16	\$ 284.14	\$ 258.74	\$ 542.88
198	Rasheed	Ibrahim	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
199	Lawrence	Ifidon	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
200	Thomas	Ilori	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
201	Leola	Innocent	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
202	Yira	Izquierdo	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
203	Jarmaine	Jackson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
204	Lola	James	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
205	Lavenia	Jamison	09/29/17	\$ 1,790.96	\$ 1,630.85	\$ 3,421.81
206	Gustavo	Jaramillo	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
207	Machlie	Jean-Baptiste	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
208	Shahora	Jeffery (Ingram)	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
209	Olufemi	Jegede	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
210	Allison	Jenkins	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
211	Sergo	Jeune	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
212	Ladinia	Johnson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
213	Tara	Johnson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
214	Tracy	Johnson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
215	Charles	Jones	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
216	Karess	Jones	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
217	LaVerne	Jones	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
218	Lindell	Jones	05/09/16	\$ 2,230.09	\$ 2,030.72	\$ 4,260.81
219	Maya	Jones	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
220	Eleanor	Jones-Fortune	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
221	Juliana	Joseph	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
222	Rose	Joseph	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
223	Tiffany	Kan	05/09/16	\$ 2,385.08	\$ 2,171.86	\$ 4,556.94
224	Christopher	Kapetanios	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
225	Adunni	Kayode	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
226	Pamela	Kearse	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
227	Tamara	Kelch	09/08/17	\$ 1,076.30	\$ 980.08	\$ 2,056.38
228	Charlotte	Kendrick	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
229	Iftekhar	Khan	09/08/17	\$ 1,059.08	\$ 964.40	\$ 2,023.48
230	Shazad	Khan	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
231	Akinwale	Killanin	05/09/16	\$ 3,711.08	\$ 3,379.31	\$ 7,090.39
232	Igor	Kolesnik	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
233	Julia	Kolmakova	05/09/16	\$ 2,006.22	\$ 1,826.87	\$ 3,833.09
234	Jacqueline	Kratz	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
235	Jessica	Lans	08/22/17	\$ 947.14	\$ 862.47	\$ 1,809.61

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
236	Marie	Laratte	05/09/16	\$ 740.49	\$ 674.29	\$ 1,414.78
237	Marie	Lazarre	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
238	Lan	Lee	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
239	Paul	Lee	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
240	Carol	Lenard	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
241	Marisol	Leon	12/11/17	\$ 3,005.02	\$ 2,736.38	\$ 5,741.40
242	Sharon	Lewis	08/22/17	\$ 1,799.57	\$ 1,638.69	\$ 3,438.26
243	Joann	Liatto	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
244	Laura	Little	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
245	Efrain	Lopez	05/09/16	\$ 981.58	\$ 893.83	\$ 1,875.41
246	Jose	Loveras	08/22/17	\$ 740.49	\$ 674.29	\$ 1,414.78
247	Evelyn	Lucas	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
248	Shernette	Lyons	09/08/17	\$ 1,558.48	\$ 1,419.15	\$ 2,977.63
249	Felix	Mady	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
250	Christine	Majestic	05/09/16	\$ 309.97	\$ 282.26	\$ 592.23
251	Simone	Manning	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
252	Deidre	Manns	05/09/16	\$ 1,231.29	\$ 1,121.21	\$ 2,352.50
253	Kelly	Manns	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
254	Cynthia	Manuel	05/09/16	\$ 1,601.53	\$ 1,458.36	\$ 3,059.89
255	Maria	Marquina-Mercado	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
256	Romeo	Martello	10/10/17	\$ 3,082.52	\$ 2,806.95	\$ 5,889.47
257	Roberta	Martin	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
258	Allan	Martinez	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
259	Dorina	Martinez	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
260	Merlyn	Martinez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
261	Nircida	Martinez	10/10/17	\$ 3,082.52	\$ 2,806.95	\$ 5,889.47
262	Gary	Mayo	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
263	Patricia	McCall-Walker	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
264	Ana	McFarline	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
265	Kimberly	McKie	12/08/16	\$ 1,773.74	\$ 1,615.17	\$ 3,388.91
266	Elizabeth	Medina	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
267	Alla	Medvinsky	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
268	KellyMarie	Melendez	09/29/17	\$ 886.87	\$ 807.59	\$ 1,694.46
269	Jasmine	Menardy	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
270	Salvatore	Messina	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
271	Joan	Michael	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
272	Selvin	Mighty	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
273	Qadira	Miguel	12/08/16	\$ 3,461.37	\$ 3,151.93	\$ 6,613.30
274	Regina	Miguel	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
275	JoAnn	Milton	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
276	Lennox	Mitchell Jr	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
277	Shante	Monroe	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
278	Cesar	Moquete	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
279	Donnette	Moret	05/09/16	\$ 1,205.45	\$ 1,097.69	\$ 2,303.14
280	Elton	Morris	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
281	Niesha	Morris	08/22/17	\$ 327.19	\$ 297.94	\$ 625.13
282	Irving	Moulon	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
283	Robert	Muldrow	05/09/16	\$ 1,016.03	\$ 925.19	\$ 1,941.22
284	Rachel	Mulligan	05/09/16	\$ 2,092.32	\$ 1,905.27	\$ 3,997.59
285	Milagros	Muniz	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
286	Hindu	Murray	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
287	Tunishia	Murray	05/09/16	\$ 861.04	\$ 784.06	\$ 1,645.10
288	Joseph	Myer, Sr.	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
289	Jose	Negron	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
290	Chulsy	Nelson	08/22/17	\$ 396.08	\$ 360.67	\$ 756.75
291	Fitzroy	Nelson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
292	Anthony	Noel	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
293	Nonie	Noel	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
294	Boniface	Nwosu	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
295	Hayden	O'Brien	12/11/17	\$ 3,005.02	\$ 2,736.38	\$ 5,741.40
296	Damon	O'Donnell	05/09/16	\$ 137.77	\$ 125.45	\$ 263.22
297	Harrison	Ogbolu	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
298	Vanessa	Okonta	05/09/16	\$ 2,410.91	\$ 2,195.38	\$ 4,606.29
299	Onyemaechi	Okpara	05/09/16	\$ 1,007.42	\$ 917.35	\$ 1,924.77
300	Edwin	Olali	05/09/16	\$ 3,702.47	\$ 3,371.47	\$ 7,073.94
301	Gisella	Oliver	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
302	Michael	Orekunrin	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
303	Edward	Orji	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
304	Brian	Orr	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
305	Omodolapo	Oshode	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
306	Olufunke	Osineye	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
307	Kemi	Oyebisi	08/22/17	\$ 180.82	\$ 164.65	\$ 345.47
308	Anthony	Oyibo-Ebije	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
309	Tomica	Paisley	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
310	Hilda	Panting	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
311	Eric	Parrish	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
312	Mic-Arlem	Patrice	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
313	Priscilla	Paxton	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
314	Joel	Pena	05/09/16	\$ 2,169.82	\$ 1,975.84	\$ 4,145.66
315	Rodney	Pena	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
316	Eunice	Pen-Ogbolu	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
317	Denise	Peoples	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
318	Elton	Petzold	08/22/17	\$ 370.25	\$ 337.15	\$ 707.40
319	Antoinette	Phillips	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
320	Dennis	Piedra	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
321	Bikens	Pierre	05/09/16	\$ 2,032.05	\$ 1,850.39	\$ 3,882.44
322	Allen	Plit	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
323	Maria	Polanco	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
324	Wanda	Pollydore	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
325	Aleksandr	Poplavsky	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
326	Mary	Potts	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
327	Dean	Powell	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
328	Indira	Prashad	05/17/17	\$ 1,997.61	\$ 1,819.03	\$ 3,816.64
329	Jeannette	Profit	05/09/16	\$ 688.83	\$ 627.25	\$ 1,316.08

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
330	Thomas	Putko	05/09/16	\$ 1,265.73	\$ 1,152.57	\$ 2,418.30
331	William	Quinonez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
332	Maritza	Quito	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
333	Ayazul	Qurashi	05/09/16	\$ 1,291.56	\$ 1,176.10	\$ 2,467.66
334	Chandrowtie	Ram	08/22/17	\$ 1,050.47	\$ 956.56	\$ 2,007.03
335	Angel	Ramirez	09/29/17	\$ 697.44	\$ 635.09	\$ 1,332.53
336	Jose	Ramos	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
337	Helen	Randolph	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
338	Rashid	Rashid	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
339	Denise	Reed	05/09/16	\$ 3,581.92	\$ 3,261.70	\$ 6,843.62
340	Johnny	Reed	05/09/16	\$ 576.90	\$ 525.32	\$ 1,102.22
341	Shannon	Reed	12/08/16	\$ 1,756.52	\$ 1,599.49	\$ 3,356.01
342	Ilene	Reff	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
343	Javier	Reyes	05/09/16	\$ 1,679.03	\$ 1,528.92	\$ 3,207.95
344	Luis	Rivera	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
345	Sylvia	Rivera-LaPrince	05/09/16	\$ 964.36	\$ 878.15	\$ 1,842.51
346	Tanisha	Roach	09/29/17	\$ 146.38	\$ 133.29	\$ 279.67
347	Cashion	Roberts	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
348	Lucette	Robinson	05/09/16	\$ 1,102.13	\$ 1,003.60	\$ 2,105.73
349	Charlotte	Rodgers	09/29/17	\$ 490.79	\$ 446.92	\$ 937.71
350	Sefton	Rodney	05/09/16	\$ 2,376.47	\$ 2,164.02	\$ 4,540.49
351	Andres	Rodriguez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
352	Doris	Rodriguez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
353	Julio	Rodriguez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
354	Olga	Rodriguez	05/09/16	\$ 482.18	\$ 439.08	\$ 921.26
355	Michelle	Rollins	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
356	Rosa	Roman	08/22/17	\$ 1,188.23	\$ 1,082.01	\$ 2,270.24
357	Tedra	Rosa (Gorham)	05/09/16	\$ 370.25	\$ 337.15	\$ 707.40
358	Antonina	Rubanova	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
359	Ilan	Rubin	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
360	Paulina	Rueda	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
361	Anthony	Ruggiero	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
362	Diana	Ruiz-Maldonado	05/09/16	\$ 964.36	\$ 878.15	\$ 1,842.51
363	Cathy	Rush-Brown	05/09/16	\$ 1,394.88	\$ 1,270.18	\$ 2,665.06
364	Felix	Sacasa	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
365	Sushil	Saha	10/10/17	\$ 3,082.52	\$ 2,806.95	\$ 5,889.47
366	Alix	Saintil	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
367	Carmen	Sakepo (Hernandez)	05/09/16	\$ 740.49	\$ 674.29	\$ 1,414.78
368	Khalid	Salmon	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
369	Jervine	Samuel	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
370	Edwin	Sanabria	05/09/16	\$ 1,980.39	\$ 1,803.35	\$ 3,783.74
371	Nirmala	Sansarran-Moti	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
372	Marilyn	Santana	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
373	Sonia	Santiago	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
374	Jose	Santos	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
375	Joseph	Santovasco	08/22/17	\$ 792.16	\$ 721.34	\$ 1,513.50
376	Dmitriy	Savenok	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84



## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
377	Sharene	Savoy	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
378	Derek	Scott	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
379	Sharon	Segbefia-Adika	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
380	James	Sessoms	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
381	Andres	Severino	10/03/17	\$ 972.97	\$ 885.99	\$ 1,858.96
382	Tatyana	Shagas	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
383	Judy	Sharpe	05/09/16	\$ 1,196.84	\$ 1,089.85	\$ 2,286.69
384	Joseph	Shiva	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
385	Nancy	Sibily	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
386	AnnMaria	Singh	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
387	Latesha	Slater	09/29/17	\$ 3,099.74	\$ 2,822.63	\$ 5,922.37
388	Simone	Smikle	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
389	Cynthia	Smith	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
390	Keith	Smith	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
391	Lorna	Smith	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
392	Maria	Smith	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
393	Celeste	Smith (Willis)	05/09/16	\$ 1,834.01	\$ 1,670.06	\$ 3,504.07
394	Reginald	Souffrant	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
395	Roberta	Sowell	05/09/16	\$ 1,076.30	\$ 980.08	\$ 2,056.38
396	Kim	Spann-Sykes	08/22/17	\$ 1,644.58	\$ 1,497.56	\$ 3,142.14
397	Mikhail	Spektor	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
398	Michelle	Stephenson	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
399	Janet	Stovall	05/17/17	\$ 3,263.34	\$ 2,971.60	\$ 6,234.94
400	Mitchell	Stroud	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
401	Reginald	Studwood	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
402	Evelyn	Suarez	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
403	Yakubu	Sulaiman	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
404	James	Sumo	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
405	Lamine	Sylla	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
406	Nicole	Symon	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
407	Juan	Taronji	05/09/16	\$ 2,023.44	\$ 1,842.55	\$ 3,865.99
408	Michael	Tartaglia	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
409	Odessa	Taylor	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
410	Shontoinette	Teague	05/09/16	\$ 2,092.32	\$ 1,905.27	\$ 3,997.59
411	Aqilah	Thiaw Mu'Min	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
412	Comfort	Thomas	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
413	Judy	Thomas-Ofori	09/29/17	\$ 215.26	\$ 196.02	\$ 411.28
414	Gregg	Thompson	05/09/16	\$ 645.78	\$ 588.05	\$ 1,233.83
415	Rachel	Thompson	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
416	Yolene	Ulysse	10/10/17	\$ 3,082.52	\$ 2,806.95	\$ 5,889.47
417	Richard	Valentine	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
418	Katty	Vargas	09/08/17	\$ 1,420.71	\$ 1,293.70	\$ 2,714.41
419	Rafaella	Vargas	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
420	Stephanie	Vargas	10/03/17	\$ 3,091.13	\$ 2,814.79	\$ 5,905.92
421	Fernando	Vaz	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
422	Xavier	Vega	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
423	James	Venezia	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84

## Exhibit A

#	First Name	Last Name	COURT FILE DATE	GROSS BACKPAY AMOUNTS	GROSS LIQUIDATED DAMAGES AMOUNT	TOTAL GROSS BACKPAY AND LIQUIDATED DAMAGES AMOUNT
424	Livius	Vesa	12/08/16	\$ 3,461.37	\$ 3,151.93	\$ 6,613.30
425	Lorraine	Vesa	05/09/16	\$ 1,308.78	\$ 1,191.78	\$ 2,500.56
426	Joseph	Villamar	05/09/16	\$ 1,351.83	\$ 1,230.98	\$ 2,582.81
427	Sonia	Villegas	09/29/17	\$ 723.27	\$ 658.61	\$ 1,381.88
428	Adriana	Vivieca	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
429	Larry	Walker	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
430	Wendy	Wallace	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
431	Stephanie	Walthour	05/09/16	\$ 3,573.31	\$ 3,253.86	\$ 6,827.17
432	Wayne	Warren	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
433	Cassandra	Washington	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
434	Theresa	Wescott	08/08/17	\$ 3,160.01	\$ 2,877.51	\$ 6,037.52
435	Shaneeekwa	Westry	05/09/16	\$ 3,538.87	\$ 3,222.50	\$ 6,761.37
436	Ava	Wheeler	09/08/17	\$ 542.45	\$ 493.96	\$ 1,036.41
437	Pacheatte	White	09/08/17	\$ 1,739.30	\$ 1,583.81	\$ 3,323.11
438	Christina	Wigfall	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
439	Joy	Wiggan	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
440	Welmillage	Wijesiri	11/02/17	\$ 912.70	\$ 831.11	\$ 1,743.81
441	Delores	Williams	05/09/16	\$ 1,790.96	\$ 1,630.85	\$ 3,421.81
442	Lola	Williams	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
443	Marguerite	Williams	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
444	Richard	Williams	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
445	Zina	Williams	08/22/17	\$ 1,877.06	\$ 1,709.26	\$ 3,586.32
446	Deshann	Willis	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
447	Myrtle	Wilson	09/08/17	\$ 3,125.57	\$ 2,846.15	\$ 5,971.72
448	Monica	Wilson (Green)	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
449	Edward	Wilson Jr	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
450	Janice	Winns	05/09/16	\$ 2,385.08	\$ 2,171.86	\$ 4,556.94
451	Ken	Wisdom	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
452	Candia	Wolf	08/22/17	\$ 3,142.79	\$ 2,861.83	\$ 6,004.62
453	Yung	Wong	05/09/16	\$ 1,937.34	\$ 1,764.14	\$ 3,701.48
454	Robert	Wu	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
455	Jay	Yee	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
456	Mohammad	Zaman	05/09/16	\$ 3,719.69	\$ 3,387.15	\$ 7,106.84
				\$ 1,282,904.30	\$ 1,168,215.30	\$ 2,451,119.60